

**Memorandum of Understanding
Between
The United States Department of Interior
National Park Service
Bandelier National Monument
And
Incorporated County of Los Alamos For and On Behalf of the Los Alamos
County Fire Department

For
STRUCTURAL FIRE-FIGHTING ASSISTANCE**

Article I. BACKGROUND AND OBJECTIVES

The objective of this Memorandum of Understanding (hereinafter "MOU") is to establish the standards, terms and conditions under which structural, vehicle and hazardous material fire fighting services and equipment will be provided for prevention/suppression of structural and fires and the protection of life and property from these fires within Bandelier National Monument (hereinafter "Park"). The Park will respond in kind, within limits, to requests from nearby fire prevention agencies.

ARTICLE II – AUTHORITY

Statutes 42 USC 1856 and 16 USC 1b (1) provide authority for the National Park Service (hereinafter "NPS") to enter into reciprocal agreements and to render emergency fire fighting and cooperative assistance to nearby fire prevention agencies to extinguish fires and preserve life and property.

The County Manager for the Incorporated County of Los Alamos (hereinafter "County") acting for and on behalf of the Los Alamos County Fire Department, (hereinafter "Department") has signature authority to enter into agreements with the Park regarding fire prevention and suppression services on Park-administered land.

The Park Superintendent has signature authority to enter into agreements with the Department regarding fire prevention and suppression services on Park-administered land and to provide reciprocal assistance.

ARTICLE III – STATEMENTS OF WORK

A. Fire on Park-Administered Land

In the event of a structural, vehicular or hazardous materials incident on Park Administered land:

1. The Department agrees to:

- a. Immediately notify the Park of such a fire, by contacting the Park by phone or by radio via Los Alamos Dispatch.
- b. Respond to the fire with a minimum of one pumper unit, if available, and a qualified crew, unless notified by the Park that such resources are not needed. The definition of "qualified crew" is a crew that meets or exceeds state fire certifications standards.
- c. Cooperate with the Park staff in the immediate suppression of all structural, vehicular or hazardous material incidents.
- d. Cooperate with the Park under a Unified Incident Command, by assuming the Incident Commander role on fires involving vehicles, structures or hazardous materials.
- e. Recognize that Park/NPS policies and requirements, especially those concerning the use of vehicles and other equipment off of roadways, may necessitate using firefighting procedures are considerate of NPS policies and requirements.
- f. The Department agrees to adhere to Park/NPS requirements when requested to do so by the Park Superintendent or a designated representative.
- g. When suppressing any type of fire, the Department agrees, insofar as is possible, to maintain the point of origin for the purpose of investigation by NPS personnel.
- h. The department agrees to provide the Park technical assistance within its ability to assist with water distribution flow testing, building inspections, and code compliance.
- i. When suppressing fires near or within historical structures or structures containing museum collections, the Department agrees to modify its suppression tactics as necessary and appropriate in an effort to minimize damage to collections and historical fabric.
- j. Provide worker's compensation coverage for qualified, off-duty NPS employees who are also employed by the County within the Department and who, in such capacity respond to calls for assistance within the Park or in the surrounding area.

2. The Park agrees to:

- a. Immediately notify the Department of a fire by contacting the 911 Emergency Dispatch.

- b. Cooperate with the Department under a Unified Incident Command structure. The Department will assume the lead role in fires involving vehicles, structures or hazardous materials.
- c. Provide qualified fire-fighting personnel (if available) to assist with suppression of structural, vehicular or hazardous materials fires, to assist only with hose lays and pumper operations.
- d. Provide traffic control and emergency medical assistance for injured persons in either type of fire.
- e. Conduct walk-through inspections for the Department to familiarize Department personnel with building floor plans and sensitive areas, to include museum collections and buildings of historical significance.
- f. Solicit and accept recommendations from Department command personnel in suppression and rescue procedures, insofar as they do not conflict with Park/NPS policies. For the purpose of this MOU, Department command personnel are:
 - 1) Fire Chief
 - 2) Deputy Chief
 - 3) Battalion Chief
 - 4) Captain

B. Fire Adjacent to Exterior Park Boundaries

In the event of a fire on land adjacent to the Park boundary:

- 1. The Park agrees to:
 - a. Respond to any emergency request from the Department with qualified fire fighters to assist with hose lays and pumper operations on structural fires within one-mile of the Park boundary. The one-mile limit may be extended on the approval of the Park Superintendent or designated representative.
 - b. Provide fire suppression assistance for fires that threaten the park or are within one-mile of the Park boundary.
 - c. Provide traffic control and/or emergency medical assistance for injured persons in either type of fire.
 - d. Recognize and follow orders from the Department command personnel or the appropriate city/state authority and to establish unified command if needed as determined by highest qualified personnel on scene.
 - e. Maintain all existing and all new alarm systems in buildings to comply with the National Fire Protection Association (NFPA) Life Safety Code. Trained personnel shall be available on a 24-hour basis to repair all such

systems. Repairs must be completed within 12 hours of initial report of deficiencies.

2. The Department agrees to:

- a. Establish a clear command structure and provide orders and instructions to Park personnel.

C. Operations

1. Department personnel and equipment will be activated as follows:

- a. Emergencies - The Park will request emergency assistance by contacting the Department Dispatcher at 911.
- b. Business - The Park will initiate business contacts by calling the Department Dispatcher or Fire Chief at: (505) 662-8301; or by calling the 911 Dispatch non-emergency phone number at: (505) 662-8222.

2. Park personnel and equipment will be activated as follows:

- a. The Department will request emergency assistance by contacting the Park through Los Alamos dispatch. This is a 24-hour dispatch and Park personnel will be notified at any time.
- b. Business - The Department will initiate business contacts by calling: Superintendent: (505) 672-3861 x501, or Chief Ranger: (505) 672-3861 x401.

D. Cooperative Provisions

The Park and the Department mutually agree to the following:

1. In the execution of this MOU, employees or agents of the Department are not considered employees of the Park or NPS.
2. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this MOU.
3. The Parties waive all claims against each other for compensation for any loss, damage, personal injury or death occurring as a consequence of activities pursuant to this MOU.
4. All fire suppression-qualified Department personnel will meet the minimum requirements of the Department.
5. The respective parties of this MOU will provide personal protective equipment (PPE) for their employees.

6. Both parties will participate in joint training exercises/drills in areas covered by this MOU at least biannually.
7. Both parties will review this MOU annually to update changes in Park or Department personnel or phone numbers, and will provide the other party with a list of any changes made.
8. Both parties grant permission to each other to monitor the radio frequencies of the other and communicate as needed.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VIII that follows.

In addition the parties will jointly review the results and effectiveness of this MOU at the end of each calendar year. The MOU may be amended at any time by the written, mutual consent of the parties. The approved amendment(s) will immediately become a part of this MOU.

ARTICLE V – KEY OFFICIALS

All communication and notices regarding this Agreement will be directed to the following key official(s) for each party:

- A. For the National Park Service:
Superintendent Jason Lott
(505) 672-3861 x501
- B. For the Fire Department:
Fire Chief Troy Hughes
(505) 662-8301

ARTICLE VI – REPORTS AND/OR OTHER DELIVERABLE

- A. The respective parties of this MOU are responsible for their own timekeeping and other required records and reports.
- B. The Department agrees to assist the Park in the completion of the NPS fire report as it relates to origin and cause and estimated damages.

ARTICLE VII – PROPERTY UTILIZATION – NOT APPLICABLE

ARTICLE VIII – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.

- B. Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE IX – ATTACHMENTS

- A. The following attachments are included as a part of this document:

1. A cooperative vicinity map of the Park that shows building and hydrant locations.
2. Building diagrams for Park structures to include the location of hazardous materials.

ARTICLE X – STANDARD CLAUSES

- A. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or gender in providing of facilities and services to the public.
- B. **CONSISTENCY WITH PUBLIC LAWS:** Nothing contained in this agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
- C. **APPROPRIATIONS:** (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- D. **PROMOTIONS:** The Department will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Department represents. No release of information relating to this Agreement may state or imply that the Government approves of the Department's work product, or considers the Department's work product to be superior to other products or services.
- E. **PUBLIC INFORMATION RELEASE:** The Department will obtain prior Government approval from the NPS Superintendent for any public information releases which refer to

the Department of the Interior, any bureau, park unit, or employee (**by name or title**), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

- F. **LIABILITY PROVISION:** The Parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law. This provisions shall not be deemed or interpreted as a waiver by County of any rights, privileges or immunities it may have or assert pursuant to the New Mexico Tort Claims Act, §§41-4-1 et. seq., 1978

ARTICLE XI – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed the Agreement on the date(s) set forth below:

FOR THE NATIONAL PARK SERVICE:

SIGNATURE: _____

NAME: Jason Lott

TITLE: Superintendent

DATE: 1/14/15



FOR THE INCORPORATED COUNTY OF LOS ALAMOS ACTING FOR AND ON BEHALF OF THE LOS ALAMOS FIRE DEPARTMENT:

SIGNATURE: _____

NAME: Harry Burgess

TITLE: Los Alamos County Manager

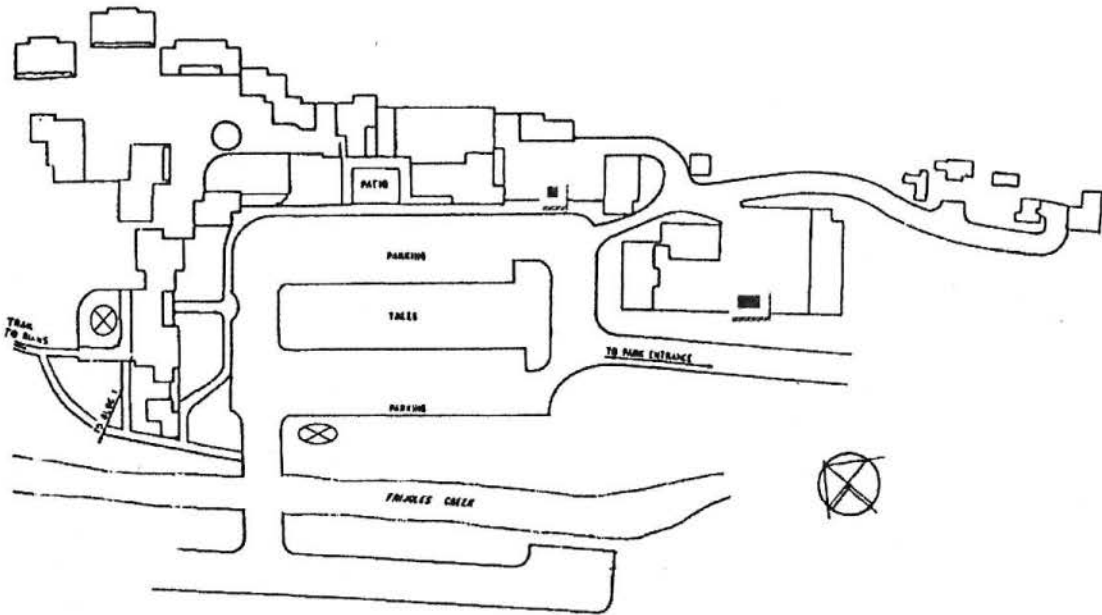
DATE: 1/23/15

Attachment: # 2

Frijole Canyon:

X designates Fire hydrant

Structure in Red show hazardous material storage: Paint, or Fuel



Attachment: # 1
Bandelier Mesa Area Housing
"X" shows location of Fire hydrants

